

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CC Marine Brand Acquisition, LLC		11/01/2006	LTD LIAB JT ST CO: DELAWARE

RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	1900 Fifth Ave. N.
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35203
Entity Type:	CORPORATION: ALABAMA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0234707	CHRIS-CRAFT
Registration Number:	0737045	CHRIS-CRAFT
Registration Number:	0774868	CHRIS-CRAFT
Registration Number:	0819028	SEA SKIFF CHRIS CRAFT
Registration Number:	0819803	CAPRICE
Registration Number:	0845304	COMMANDER
Registration Number:	0839900	CONSTELLATION
Registration Number:	0839901	CRUSADER
Registration Number:	0841952	ROAMER
Registration Number:	0858829	LANCER
Registration Number:	2913602	CHRIS CRAFT

CORRESPONDENCE DATA

Fax Number: (305)673-9363

900065775

TRADEMARK
REEL: 003453 FRAME: 0494

CH \$290.00 0234707

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 305-358-5001
Email: mcesarano@feldmangale.com
Correspondent Name: Michael C. Cesarano
Address Line 1: 201 S. Biscayne Blvd.
Address Line 2: 19th Floor
Address Line 4: Miami, FLORIDA 33131

ATTORNEY DOCKET NUMBER:	105251
NAME OF SUBMITTER:	Michael C. Cesarano
Signature:	/Michael C. Cesarano/
Date:	12/31/2006

Total Attachments: 7

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GRANT OF SECURITY INTEREST
(Trademarks and Licenses)

GRANT OF SECURITY INTEREST, dated November 1, 2006 by CC Marine Brand Acquisition, LLC, a Delaware limited liability company, (the "Grantor") in favor of Regions Bank, an Alabama banking corporation (the "Grantee")

WHEREAS, the Grantor owns the trademarks (including service marks), trademark applications, trademark registrations and trade names listed on Schedule 1 hereto, along with the goodwill appurtenant thereto, and any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding to all of the foregoing throughout the world (all of the foregoing trademarks (including service marks), trademark applications, trademark registrations, trade names, fictitious names, service marks, together with the items described in the foregoing clauses (i) through (iv), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

WHEREAS, the Grantor might in the future become a party to license agreements with third parties whether the Grantor is a licensor or licensee under any such license agreement, along with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future breaches or infringements thereof, (iii) rights to sue for past, present and future breaches or infringements thereof, (iv) rights to sell, prepare for sale or rental, sell, rent, and advertise for sale or rental, all inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses, and (v) rights corresponding to all of the foregoing (all of the foregoing licenses together with the items described in the foregoing clauses (i) through (v) are sometimes hereinafter individually and/or collectively referred to as the "Licenses"); and

WHEREAS, the Grantor has executed a Guaranty in favor of the Grantee dated of even date herewith, guarantying the Obligations (as defined therein) of Chris Craft Corporation and Carolina Property Acquisition LLC (collectively and individually, the "Borrowers") to the Grantee; and

WHEREAS, the Grantor has agreed to grant to the Grantee, a first priority security interest in substantially all of its assets to secure the payment of all amounts owing under the Obligations in a form which may be recorded with the United States Patent and Trademark Office (the "USPTO") against all existing and future applications to register and registrations of the Trademarks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby mortgage, pledge and grant to the Grantee a lien on and security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, each Trademark registration and each application to register a Trademark owned by the Grantor, including, without limitation, each Trademark, Trademark registration, and Trademark application referred to in Schedule 1 hereto;

(ii) each interest in a License;

(iii) all applications to renew any Trademark registration;

(iv) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or breach of any Trademark or License;

(v) all unregistered Trademarks owned by the Grantor, each such Trademark set forth in Schedule 1 hereto, and all future applications to register and registrations of the Trademarks;

(vi) the entire goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks and Licenses; and

(vii) all trade styles, trade dress, copyrights and other intellectual property owned by Grantor and used in connection with the Trademarks.

The Grantor agrees that until the Obligations shall have been satisfied in full and the Borrowers' credit facilities with the Grantee (the "Credit Facilities") shall have been terminated, the Grantor will not, without the Grantee's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with the Grantor's obligations under this Grant of Security Interest and the Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforceability of the rights transferred to the Grantee under this Grant of Security Interest.

The Grantor represents and warrants that the Trademarks listed on Schedule 1 constitute all of the trademarks, and the registrations and applications therefor filed with the USPTO, the Canadian Patent Office, the UK Patent Office and/or the Office for Harmonization of the Internal Market (OHIM) for the European Community now owned by the Grantor. If, before the Obligations shall have been satisfied in full and the Credit Facilities shall have been terminated, the Grantor shall (i) obtain rights to any

new trademarks, tradenames, fictitious names, or the applications or registrations therefor, or (ii) become entitled to the benefit of any trademark, or any application or registration therefor, the provisions of this Grant of Security Interest shall automatically apply thereto and the Grantor shall give to the Grantee prompt written notice thereof. The Grantor hereby authorizes the Grantee to modify this Grant of Security Interest by amending Schedule 1 to include any future trademarks and tradenames, and registrations and applications therefor, which are Trademarks under this Grant of Security Interest and to record this Grant of Security Interest against any such applications and registrations of trademarks.

The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks assigned hereunder, or (ii) the Obligations have been paid in full and the Credit Facilities have been terminated.

The Grantor shall have the duty (i) to prosecute diligently any trademark application of the Trademarks pending as of the date hereof or thereafter until the Obligations shall have been paid in full and the Credit Facilities shall have been terminated, (ii) to make application on trademarks, as appropriate, and (iii) to preserve and maintain all rights in trademarks and applications and registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by the Grantor. The Grantor shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of the Grantee, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Grantee acknowledges that Grantor may abandon the Trademarks that are so designated on Schedule 1, and consents to that action.

No course of dealing between the Grantor and the Grantee, nor any failure to exercise, nor any delay in exercising, on the part of the Grantee, any right, power or privilege hereunder or under the Credit Facilities shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

The provisions of this Grant of Security Interest are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not, in any manner, affect such clause or provision in any other jurisdiction, or any other clause or provision of this Grant of Security Interest in any jurisdiction.

This Grant of Security Interest cannot be altered, amended or modified in any way, except as specifically provided above or by a writing signed by the parties hereto.

All of the Grantee's rights and remedies with respect to the Trademarks, whether established hereby or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

This Grant of Security Interest shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee, its nominees and assigns.

This Grant of Security Interest shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed and sealed in its name by its duly authorized officer as of the date first above written.

**CC MARINE BRAND ACQUISITION,
LLC**, a Delaware limited liability company

By: _____

Name: Steven Hesse

Title: President

[Acknowledgment on following page]

State of Florida)
County of Manatee) SS:

Nov The foregoing instrument was acknowledged before me this 1 day of ~~October~~, 2006 by Steven Hesse, as President of CC Marine Brand Acquisition, LLC a Delaware limited liability company, on behalf of the limited liability company. He/she is personally known to me or has produced a driver's license as identification and did (did not) take an oath.

Marsha Merrell
Print or Stamp Name: _____
Notary Public, _____ at Large
My Commission Expires: _____



Marsha Merrell
My Commission DD261567
Expires February 13, 2008

TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS

Registered United States Trademarks

<u>MARK</u>	<u>REG. NO.</u>	<u>LAST RENEWAL</u>
CHRIS~CRAFT (Stylized)	234707	1-Nov-87
CHRIS-CRAFT	737045	5-Dec-02
CHRIS*CRAFT (Stylized)	774868	28-Jul-04
SEA SKIFF CHRIS*CRAFT (Stylized)**	819028	22-Nov-86
CAPRICE	819803	5-Mar-87
COMMANDER	845304	5-Mar-88
CONSTELLATION	839900	5-Dec-87
CRUSADER	839901	5-Dec-87
ROAMER	841952	9-Jan-88
LANCER	858829	22-Oct-88
CHRIS*CRAFT (Stylized)	2913602	21-Dec-04

Pending United States Trademark Applications

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
CHRIS-CRAFT	76/461375	24-Oct-02
CHRIS*CRAFT (Stylized)	76/461376	24-Oct-02
CHRIS*CRAFT (Stylized)	76/461396	24-Oct-02
CHRIS*CRAFT (Stylized)	76/461398	24-Oct-02
CORSAIR	78/863071	17-Apr-06

Registered United Kingdom Trademarks

<u>MARK</u>	<u>SERIAL NO.</u>	<u>EXPIRATION DATE</u>
CHRIS-CRAFT	2299574	2-May-12
CHRIS~CRAFT (Stylized)	502500	6-May-09

European Community Trademarks (CTM)

<u>MARK</u>	<u>SERIAL NO.</u>	<u>EXPIRATION DATE</u>
CHRIS * CRAFT (Stylized)	E4574562	3-Aug-15
CHRIS-CRAFT	E149484	1-Apr-06

Registered Canadian Trademarks

<u>MARK</u>	<u>SERIAL NO.</u>	<u>EXPIRATION DATE</u>
CHRIS * CRAFT (Stylized)	TMDA47410	9-Sep-14

CHRIS*CRAFT (Stylized)	TMA308640	22-Nov-15
CHRIS-CRAFT	UCA30504	22-Feb-07
CHRIS-CRAFT	TMA201432	30-Aug-19
CHRIS-CRAFT	TMA300222	22-Feb-15
AQUA HOME **	TMA310831	31-Jan-16
CORSAIR	TMA162668	9-May-14
CAVALIER	TMA156160	29-Mar-13
(EMBLEM)	TMA458602	31-May-11

** Designates marks no longer in use and that will not be renewed.